

AG Contract No.: K95-1009-TRN
ADOT ECS File No.: JPA 95-70
Project: Red Mountain Freeway
TRACS No.: H3878 01C
Section: SR-101L
McKellips - Country Club

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE MARICOPA COUNTY, ARIZONA

THIS AGREEMENT is entered into 6 SEPTEMBER, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION
(the "State") and MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION, acting by and
through its Board of Supervisors (the "County").

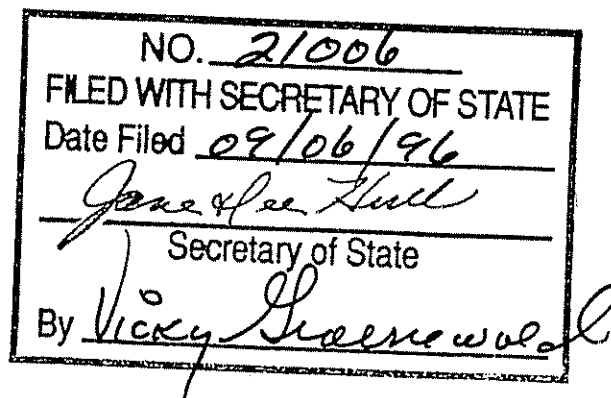
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Incident to the future construction of the Red Mountain Freeway from McKellips Road to Country Club Drive, the County has requested the State allow for a future bridged Salt River crossing at McKellips Road, requiring the grade and related elements be raised at McKellips Road to accommodate the bridge structure, at an estimated cost of \$400,000.00, all at County expense, herein referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate County review comments.

b. Upon County concurrence of the plans, call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. After bid opening but prior to construction contract award, submit to the County the contractor's bid for acceptance.

d. Upon execution of this agreement, invoice the County \$400,000.00, the estimated cost to fund the Project.

e. Upon completion of the Project, provide a detailed accounting to the County for the actual cost of the Project. Any monies remaining from the initial deposit of \$400,000.00, will be reimbursed to the County.

2. The County will:

a. Upon execution of this agreement and receipt of an invoice, submit to the State \$400,000.00 to fund the estimated cost of raising the freeway profile. If the actual cost is greater than \$440,000.00, the State and the County will negotiate any additional costs. Retain the right to cancel this agreement in the event of excessive costs.

b. Review the design documents and provide comments.

c. Upon completion of the Project, review the State's detailed accounting of the actual costs.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Maricopa County Department of Transportation
2901 W. Durango Street
Phoenix, AZ 85009

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MARICOPA COUNTY

STATE OF ARIZONA
Department of Transportation

By Ed King AUG 07 1996
ED KING
Chairman of the Board

By Edward D. Wright
EDWARD D. WRIGHT
Deputy State Engineer

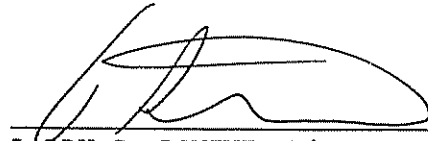
Attest by:

By Fran McCarroll
FRAN MCCARROLL
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 19th day of May 1995, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Maricopa County Department of Transportation for the purpose of defining responsibilities for the design and construction of a bridge crossing Salt River at McKellips Road.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



LARRY S. BONINE, Director
Arizona Department of
Transportation



MARICOPA COUNTY AGENDA INFORMATION FORM

☒ Action

☐ Presentation

☐ Presentation & Action

Agenda Number

| | | | |
|--|--|--|----------------------------|
| Department: TRANSPORTATION | | <small>DEPT(2) FY(2) SEQ(3) TYPE(1) EXTEN(2)</small> | |
| Category: Operations - Infrastructure | | C- 64 - 97 - 068 - 2 | |
| Contact: Renate Lewis, Contracts Officer | | Phone: 506-8647 | Continued from meeting of: |
| Return to: Brenda Swetman | Location: Contracts (Chris Plumb) | Phone: 506-4640 | |
| <p>Action requested: Approval is sought to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation in order to raise the design elevation of Red Mountain Freeway to accommodate a future bridge on McKellips Road.</p> <p>The estimated cost of the proposed change is \$400,000. If however, the bid amount exceeds \$440,000, the County has the right to cancel the IGA and have all unused portions of the funds returned.</p> <p>Approval is sought to transfer \$400,000 from Project Reserve against this project.</p> | | | |
| <p>Complete description of requested action: Approve an Intergovernmental Agreement with the Arizona Department of Transportation for costs related to re-designing the Red Mountain Freeway to accommodate a future bridge on McKellips Road.</p> <p>In order for the County to construct a bridge on McKellips Road at the Salt River, the bridge must cross under the planned Red Mountain Freeway structure. There is currently insufficient vertical clearance for a McKellips bridge structure to pass under the proposed freeway structure. According to interjurisdictional agreements among MAG member agencies and ADOT, these additional costs are to be borne by the local entities of government.</p> <p>This project was originally budgeted in Fiscal Year 1995/96, and was delayed until Fiscal Year 1996/97. Approval is sought to transfer \$400,000 from Project Reserve against this project.</p> <p>Supervisory District No. 5</p> <p style="text-align: right;">Please return an executed copy to the Clerk of the Board of Supervisors.</p> | | | |
| <p>Expenditure Impact by FY(s): (Provide detail on Financial Form) FY 1996/97: \$400,000</p> <p style="text-align: right;"><input type="checkbox"/> No financial impact</p> | | | |

Routing & Approval (Sign & Date) (Per Responsibility of Signers Guidelines)

| | | | |
|---|-----------------|------------------------------------|-----------------|
| 1. Contracts Officer <i>David W. Brown</i> | Date 7/10/96 | 6. Mat. Mgt. <i>[Signature]</i> | Date 7-11-96 |
| 2. Transportation's Department Director <i>Thomas R. Burch</i> | Date 7/10/96 | 7. HR N/A | Date 7-11-96 |
| 3. County Engineer <i>Thomas R. Burch</i> | Date 7/10/96 | 8. Legal <i>James Minter</i> | Date 7-11-96 |
| 4. CO | Date | 9. OMB <i>[Signature]</i> | Date 7-16-96 |
| 5. FEMD | Date | 10. CAO <i>[Signature]</i> | Date 7-20-96 |

Board of Supervisors Action

| | |
|---|--|
| <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved | <input type="checkbox"/> Amended as follows: |
| <i>San McConell</i> 8/7/96 Clerk of the Board Date | |

APPROVAL OF THE MARICOPA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MARICOPA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 11 day of July, 1996.

James Mintie
County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: 542-1680

Direct: 542-8837

Fax: 542-3646

MAIN PHONE: 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

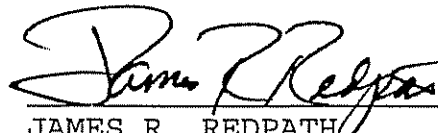
INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR95-1009-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 30th day of August, 1996.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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